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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

Judge: Honorable Charles Breyer

This Document Relates to:

J.C. v. Uber Technologies, Inc., et al.

Case No.: 3:23-cv-04723

**DEFENDANTS AND THIRD-PARTY
PLAINTIFFS UBER TECHNOLOGIES,
INC.; RASIER, LLC; AND RASIER-CA,
LLC'S THIRD-PARTY COMPLAINT**

1 Defendants and Third-Party Plaintiffs Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA,
2 LLC (collectively, “Defendants” and “Third-Party Plaintiffs”) by and through their attorneys, hereby
3 allege the following against Maybel Upierre Perez (“Third-Party Defendant”):

4 **GENERAL ALLEGATIONS**

5 1. Defendant and Third-Party Plaintiff Uber Technologies, Inc. is a California corporation
6 that is registered with and conducts business within the State of California.

7 2. Defendant and Third-Party Plaintiff Rasier, LLC is a limited liability company that is
8 registered with and conducts business within the State of California.

9 3. Defendant and Third-Party Plaintiff Rasier-CA, LLC is a limited liability company that
10 is registered with and conducts business within the State of California.

11 4. Based on information and belief, Third-Party Defendant Maybel Upierre Perez is an
12 individual residing in Miami Gardens, Florida.

13 5. Third-Party Plaintiffs Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC are
14 Defendants in the above-entitled action wherein Plaintiff J.C. (“Plaintiff”), seeks damages for injuries
15 allegedly caused by Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC and others, by way of the
16 Plaintiff’s Original Complaint and Jury Demand, filed on Sept. 14, 2023, in the United States District
17 Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-04723-CRB,
18 Plaintiff’s Short Form Complaint and Demand for Jury Trial, filed on Apr. 9, 2024, in the United States
19 District Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-04723,
20 and the Master Long-Form Complaint filed on February 15, 2024, in the United States District Court
21 for the Northern District of California, San Francisco Division, Case No. 3:23-md-03084-CRB
22 (collectively, the “Complaint”). Third-Party Plaintiffs incorporate the Complaint herein for reference,
23 and deny any fault or liability for causing Plaintiff’s alleged injuries or damages.

24 6. By way of the Complaint, Plaintiff seeks damages arising from an alleged sexual assault
25 that purportedly occurred in or around Cook County, Illinois.

26 7. In the event that, as a result of the underlying action, it is determined that Plaintiff is
27 entitled to recover from Third-Party Plaintiffs, and there have been acts or omissions for which Third-
28 Party Plaintiffs are responsible, said acts or omissions were caused by the tortious or otherwise

1 actionable conduct of Third-Party Defendant.

2 **JURISDICTION**

3 8. This Court has jurisdiction of the underlying action under 28 U.S.C. § 1332(a)(1)
4 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because the
5 underlying action is between citizens of different states.

6 9. This Court has jurisdiction over this Third-Party Complaint pursuant to 28 U.S.C. §
7 1367(a) because the Third-Party Complaint shares a common nucleus of operative facts with the
8 underlying action so that the Third-Party Complaint is so related to the underlying action as to form
9 part of the same case or controversy.

10 **DIVISIONAL ASSIGNMENT**

11 10. Assignment in the Northern District of California, San Francisco Division, is
12 appropriate because the Judicial Panel on Multidistrict Litigation assigned the *In re: Uber*
13 *Technologies, Inc., Passenger Sexual Assault Litigation* to this Court for consolidated pretrial
14 proceedings pursuant to 28 U.S.C. section 1407 and the underlying action was directly filed in the
15 Northern District of California. *See* Case No. 3:23-md-03084-CRB, Dkt. 1 (“Transfer Order”), Dkt.
16 177 (“Stipulated Pretrial Order No. 6: Direct Filing”).

17 **FIRST CAUSE OF ACTION**

18 **(Contractual Indemnity)**

19 11. Third-Party Plaintiffs incorporate by reference all preceding paragraphs as if fully set
20 forth herein.

21 12. Third-Party Defendant entered into multiple written agreements with Third-Party
22 Plaintiffs. Those agreements outline the respective rights and responsibilities relating to Third-Party
23 Defendant’s use of the Uber App. Of particular relevance here, Third-Party Defendant agreed to
24 indemnify and defend Third-Party Plaintiffs, including with respect to claims such as those asserted by
25 Plaintiff in the Complaint against Third-Party Plaintiffs. The circumstances that give rise to Third-
26 Party Defendant’s contractual duty to indemnify and defend are the subject of Plaintiff’s Complaint
27 against Third-Party Plaintiffs.

28 13. On October 8, 2022, Third-Party Defendant entered into a Platform Access Agreement

1 (“PAA”) with Rasier, LLC. This PAA governed Third-Party Defendant’s “access to [Third-Party
 2 Plaintiffs’] Platform . . . which facilitates [Third-Party Defendant’s] provision of rideshare or peer-to-
 3 peer transportation service . . . to account holders seeking to access certain types of P2P Service . . .
 4 .” (**Exhibit A – Platform Access Agreement, Updated Jan. 1, 2022, p. 1**). It further granted Third-
 5 Party Defendant “a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during
 6 the term of this Agreement, to use our Platform” that was “[s]ubject to the terms and conditions of this
 7 Agreement.” (*Id.* ¶ 2.1). The PAA required the Third-Party Defendant, among other things, to comply
 8 with “all laws . . . that apply to [his] provision of Rides.” (*Id.* ¶ 2.2).

9 14. In connection with the PAA, Third-Party Defendant also entered into an Indemnity
 10 Agreement with Rasier, LLC on June 18, 2021. The Indemnity Agreement provides:

11 To the maximum extent permitted by applicable law, you will indemnify,
 12 defend (at our option) and hold us and our affiliates and each of our and
 13 their respective officers, directors, employees, agents, or shareholders
 14 harmless from and against all claims, liabilities, expenses (including
 15 reasonable attorney’s fees and related expenses), damages, penalties,
 16 fines, social security contributions and taxes (“Losses”) asserted by a
 third party and arising out of or related to your breach or alleged breach
 of the Agreement or this Indemnity Agreement, your provision of Rides,
 your access to our Platform or your interaction with any third party.

17 (**Exhibit B—Indemnity Agreement, Updated Jan. 6, 2020, ¶ 1.1**).

18 15. Plaintiff’s Complaint alleges, among other things, conduct entitling Plaintiff to
 19 compensatory damages against Third-Party Plaintiffs. Specifically, Plaintiff’s Complaint alleges that
 20 on or about January 30, 2023, while Third-Party Defendant was providing her a ride using the Uber
 21 App, Third-Party Defendant “proceeded to grope Plaintiff between her legs, eventually pulling down
 22 Plaintiff’s shirt and put his hands down her pants. The [Third-Party Defendant] digitally penetrated
 23 Plaintiff’s vagina and forcibly kissed her.” (**Pl.’s Original Compl. and Jury Demand, filed on Sept.**
 24 **14, 2023, United States District Court for the Northern District of California, San Francisco**
 25 **Division, Case No. 3:23-cv-04723, ¶¶66-68; Pl.’s Short-Form Compl. and Demand for Jury Trial,**
 26 **filed on Apr. 9, 2024, United States District Court for the Northern District of California, San**
 27 **Francisco Division, Case No. 3:23-cv-04723, ¶ C.1 (“The Plaintiff was sexually assaulted,**
 28 **harassed, battered, or otherwise attacked by [Third-Party Defendant] in connection with a ride**

1 **facilitated on the Uber platform.”)).**

2 16. The damages alleged by Plaintiff arise out of or relate to Third-Party Defendant’s
3 alleged tortious or otherwise actionable conduct, which arises out of or relates to his breach of the PAA
4 and the Indemnity Agreement with Third-Party Plaintiffs, provision of rides, access to Third-Party
5 Plaintiffs’ platform, and interaction with a third-party.

6 17. Third-Party Defendant’s alleged tortious or otherwise actionable conduct is therefore
7 covered by the PAA and the Indemnity Agreement he entered into with Third-Party Plaintiffs and gives
8 rise to Third-Party Defendant’s contractual duty to indemnify and defend.

9 18. Third-Party Plaintiffs deny liability for the events and occurrences described in
10 Plaintiff’s Complaint.

11 19. Third-Party Defendant’s alleged tortious or otherwise actionable conduct was the direct
12 and proximate cause of the damages alleged by Plaintiff.

13 20. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this
14 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based
15 solely upon a derivative form of liability not resulting from their conduct and, therefore, are entitled to
16 complete indemnity from Third-Party Defendant.

17 21. By reason of the foregoing, Third-Party Plaintiffs are entitled to be fully defended and
18 indemnified by Third-Party Defendant for any amounts that may in good faith be paid by way of
19 compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs,
20 expenses, and attorneys’ fees that Third-Party Plaintiffs incurred in the defense of the underlying action
21 brought by Plaintiff and the prosecution of this Third-Party Complaint.

22 **SECOND CAUSE OF ACTION**

23 **(Common Law Indemnity)**

24 22. Third-Party Plaintiffs incorporate herein each allegation set forth above.

25 23. Third-Party Plaintiffs deny any special relationship giving rise to vicarious liability for
26 Third-Party Defendant’s conduct.

27 24. However, if Third-Party Plaintiffs are found vicariously liable for Third-Party
28 Defendant’s conduct, any such special relationship between Third-Party Plaintiffs and Third-Party

1 Defendant that gives rise to vicarious liability also gives rise to common law or implied indemnity.

2 25. Third-Party Plaintiffs deny liability or fault for the events and occurrences described
3 in Plaintiff's Complaint, and, if Plaintiff has been injured or damaged as alleged in the Complaint,
4 any such injuries or damages were directly and proximately caused and contributed to by the
5 negligence or other tortious conduct and fault of Third-Party Defendant.

6 26. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this
7 action under any theory of recovery, Third-Party Plaintiffs allege that they are wholly without fault and
8 that their liability would be based solely upon a form of vicarious or derivative liability for the fault
9 and wrongful acts of Third-Party Defendant not resulting from Third-Party Plaintiffs' conduct, and,
10 therefore, is entitled to complete indemnity from Third-Party Defendant.

11 27. Under the foregoing circumstances, Third-Party Plaintiffs are entitled to be fully
12 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of
13 compromise, settlement, or judgment.

14 28. Third-Party Plaintiffs are further entitled to be held harmless and indemnified by Third-
15 Party Defendant for the reasonable costs incurred in the defense of this action and prosecuting this
16 Third-Party Complaint, and for attorneys' fees incurred herein.

17 **THIRD CAUSE OF ACTION**

18 **(Contribution)**

19 29. Third-Party Plaintiffs incorporate herein each allegation set forth above.

20 30. If Plaintiff has been injured or damaged as alleged in the Complaint, any such injuries
21 or damages were directly and proximately caused and contributed to by the negligence or other tortious
22 conduct of Third-Party Defendant, such that Third-Party Defendant is a tortfeasor, originally liable to
23 Plaintiff.

24 31. The fault, acts, or omissions of Third-Party Plaintiffs, if any, must be compared with
25 the fault, acts, or omissions of Third-Party Defendant or any other persons or parties.

26 32. Under the foregoing circumstances, any award of damages to Plaintiff pursuant to her
27 claims in the Complaint must be apportioned to, and be paid by, Third-Party Defendant according to
28 the relative degree of fault of Third-Party Defendant.

33. As a result, if Third-Party Plaintiffs are held liable to Plaintiff on any of the allegations made in the Complaint, Third-Party Defendant, to the extent of Third-Party Defendant's fault, is obligated to reimburse and will be liable to Third-Party Plaintiffs for any liabilities so assessed by way of contribution. Accordingly, Third-Party Plaintiffs assert herein their rights to such contribution. Specifically, Third-Party Plaintiffs assert that Third-Party Defendant is obligated to pay his pro rata share of any judgment or settlement herein awarded in direct proportion to the amount of fault of the Third-Party Defendant.

FOURTH CAUSE OF ACTION

(Declaratory Relief)

34. Third-Party Plaintiffs incorporate herein each allegation set forth above.

35. Without in any way acknowledging any liability to Plaintiff, Third-Party Plaintiffs allege that, if Third-Party Plaintiffs are ultimately held liable in this action, such liability will be the direct and proximate result of the negligent or otherwise actionable conduct of Third-Party Defendant. As a result, Third-Party Plaintiffs allege that Third-Party Defendant is obligated to fully or partially indemnify Third-Party Plaintiffs for the sums that they may be compelled to pay as a result of any damages, judgments, or other awards against Third-Party Plaintiffs in this action, if any, and to pay Third-Party Plaintiffs' attorneys' fees and costs incurred in defending against the claims of Plaintiff in this action and prosecuting the claims asserted by way of the Third-Party Complaint.

36. Third-Party Plaintiffs desire a judicial determination of the respective rights and duties of Third-Party Plaintiffs and Third-Party Defendant with respect to the damages claimed in Plaintiff's Complaint. In particular, Third-Party Plaintiffs desire a declaration of the respective liabilities of Third-Party Plaintiffs and Third-Party Defendant for such damages, if any, and a declaration of Third-Party Defendant's responsibilities to indemnify or provide contribution to Third-Party Plaintiffs and to hold them harmless from any sums that they may be compelled to pay, and for the attorneys' fees and costs Third-Party Plaintiffs have already incurred and will incur in defending against Plaintiff's claims and prosecuting the claims asserted by way of the Third-Party Complaint.

37. Such a declaration is necessary and appropriate at this time to enable Third-Party Plaintiffs to ascertain their rights and duties with respect to the defense of this action and the payment

1 of any damages, judgment, or other awards that may be recovered against them by Plaintiff.
2 Furthermore, the claims of Plaintiff and the claims of Third-Party Plaintiffs arise out of the same
3 transaction and occurrence, and a determination of both in one proceeding is necessary and appropriate
4 to avoid the multiplicity of actions that would result if Third-Party Plaintiffs are required to defend
5 against the claims of Plaintiff in the Complaint and then bring a subsequent action against Third-Party
6 Defendant for indemnification and contribution of sums that Third-Party Plaintiffs may be compelled
7 to pay as a result of any damages, judgments, or other awards recovered by Plaintiff against Third-
8 Party Plaintiffs, if any.

9 **PRAYER**

10 Wherefore, Third-Party Plaintiffs respectfully pray for the following judgment:

11 1. For judgment against Third-Party Defendant on the First Cause of Action, awarding
12 Third-Party Plaintiffs total contractual indemnity for any amounts which may in good faith be paid by
13 Third-Party Plaintiffs to Plaintiff by way of compromise, settlement, or judgment;

14 2. For judgment against Third-Party Defendant on the Second Cause of Action, awarding
15 Third-Party Plaintiffs complete indemnity for any sum Third-Party Plaintiffs must pay to Plaintiff;

16 3. For judgment against Third-Party Defendant on the Third Cause of Action, in the form
17 of contribution based on Third-Party Defendant's proportionate share of fault on any sums adjudged
18 against Third-Party Plaintiffs, if any, in favor of Plaintiff herein;

19 4. For a judicial determination on the Fourth Cause of Action of the responsibilities of
20 Third-Party Defendant to fully or partially indemnify or provide contribution to Third-Party Plaintiffs
21 and hold Third-Party Plaintiffs harmless from any damages, judgment, or other awards that may be
22 recovered against Third-Party Plaintiffs by Plaintiff on the Complaint pursuant to principles of
23 indemnity or contribution;

24 5. For any other equitable decree or order required to apportion liability and damages, and
25 ensure Third-Party Defendant reimburses Third-Party Plaintiffs for any payments it makes to Plaintiff
26 in excess of Third-Party Plaintiffs' proportionate share of fault, if any;

27 6. That Third-Party Plaintiffs be awarded their attorneys' fees and costs incurred in this
28 action to the extent permitted by law; and

7. For any and such further relief as the Court may determine is just and proper.

DATED: December 18, 2024

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

By: /s/ Maria Salcedo

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